



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 12, 2007

IN REPLY PLEASE

REFER TO FILE: **GME-5**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
ACCEPTANCE OF THE RUBBERIZED ASPHALT CONCRETE
PERFORMANCE MODEL GRANT
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed project to develop a performance model for rubberized asphalt concrete (RAC) is exempt from the provisions of the California Environmental Quality Act as set forth herein.
2. Accept a grant in the amount of \$150,000 from the California Integrated Waste Management Board (CIWMB) for the proposed project.
3. Authorize the Director of Public Works, or his designee, to negotiate and execute a Grant Agreement substantially similar to the enclosed Agreement with the CIWMB and to act as an agent for the County of Los Angeles when conducting business with the CIWMB regarding any and all matters related to this Grant Agreement, including signing any amendments and requests for reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to accept \$150,000 in grant funds from the CIWMB to partially fund the development of an empirical performance model for RAC, which will provide information on the projected performance and service life of streets and roads

surfaced with RAC over time. This action also delegates authority to the Director of Public Works, or his designee, to negotiate and execute a Grant Agreement substantially similar to the enclosed Agreement with the CIWMB for the receipt of these funds.

Public Works has constructed numerous RAC pavements throughout the County since the early 1900s. Public Works has collected performance condition information on selected roads surfaced with RAC throughout the years, but the data has never been formally analyzed. This project will assist Public Works in quantifying the long-term maintenance cost savings of RAC compared to other conventional pavement materials and enable Public Works to make modifications or improvements to the design, construction, and evaluation of RAC pavement used on County roads.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The total project cost is currently estimated to be \$292,000 (to be adjusted for inflation). Sufficient funds to finance the cost of the project are included in the Fiscal Year 2007-08 Proposed Road Fund Budget. We will receive \$150,000 from the CIWMB under this program to partially finance the cost of the project. The remaining cost of \$142,000 will be financed with Road Funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of any grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed Grant Agreement, which is required by the CIWMB, will be reviewed and approved by County Counsel prior to signature by the Director of Public Works, or his designee.

The Honorable Board of Supervisors
June 12, 2007
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ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 (b) (4) of the California Environmental Quality Act Guidelines, approval of the recommended action does not contribute a project and hence is not subject to the requirements of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will encourage the increased use of RAC, thereby beautifying our roadways, promoting environmental awareness by recycling tires, benefiting communities in the unincorporated County areas, and improving the quality of life for County residents.

CONCLUSION

Upon approval, please return two adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

GK:sh
P:\GME\BRDLTR\RACGRANT

Enc. 3

cc: Chief Administrative Office
County Counsel

bc: Budget/Fund Management
Fiscal
Programs Development (Glatky)
Road Maintenance (Leung)

AGREEMENT NUMBER

IWM06104

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Integrated Waste Management Board

CONTRACTOR'S NAME

County of Los Angeles

2. The term of this Agreement is: June 15, 2007 through June 15, 2008
Or upon final approval signature.

3. The maximum amount of this Agreement is: \$150,000.00
(One hundred and fifty thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions and Contractor Certification Clauses <i>Viewable at www.ols.dgs.ca.gov/Standard+Language</i>	GTC 307 (03/28/07)
Exhibit D* – Special Terms and Conditions viewable at www.ciwmb.ca.gov/Contracts/Forms/SpeTermsCond.pdf	06/06*
Attachment 1 – Contractor Certification Clauses CCC-307	4 page(s)
Attachment 2 – Recycled Content Certification	2 page(s)
Exhibit E – Additional Provisions	1 page(s)
Exhibit F- Voluntary Statistical Data	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Los Angeles

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Donald L. Wolfe, Public Works Director

ADDRESS

900 South Fremont Avenue, 11th Floor
Alhambra, CA 91803-1331

STATE OF CALIFORNIA

AGENCY NAME

California Integrated Waste Management Board

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark Leary, Executive Director

ADDRESS

1001 I Street, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

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EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the California Integrated Waste Management Board (CIWMB), with services as described herein.
2. The project coordinators during the term of this agreement will be:

CIWMB

Name: Nate Gauff
Phone: (916) 341-6686
Fax: (916) 319-7343
Email: ngauff@ciwmb.ca.gov

County of Los Angeles

Name: Greg Kelley, Imelda Diaz
Phone: (626)458-4911, (626) 476-7767
Email: gkelley@ladpw.org, idiaz@ladpw.org

Direct all agreement inquiries to:

CIWMB

Contracts Unit
Attention: Carol Baker
Address: 1001 I Street
Sacramento, CA 95814
Phone: (916) 341-6105
Fax: (916) 319-7582
Email: cbaker@ciwmb.ca.gov

County of Los Angeles

Grants Management
Name: Wendy Glatky
Address: 900 South Fremont Ave., 11th floor
Alhambra, CA 91803-1331
Phone: (626) 458-5959
E-mail: wglatky@dpw.lacounty.gov

3. Statement of Work

Introduction

The County of Los Angeles Department of Public Works has constructed numerous Rubberized Asphalt Concrete (RAC) pavements using all three processes (wet, dry, and terminal blend) throughout the County since the early 1990's. The question most often asked by other public agencies is "How long does it last?" Public Works has collected performance condition information on selected roads surfaced with RAC throughout the years, but the data has never been formally analyzed, which precluded a more definitive response to these questions.

Goal

Provide information to local agencies on the projected service life and performance of streets and roads surfaced with RAC over time.

Objectives

- Develop an empirical performance model that quantifies the expected service life of RAC and shows an average deterioration curve of the three RAC types: wet process (ARHM), terminal blend (TMAC), and dry process (CRUMAC) based on the existing structural section, traffic index, and subgrade strength.
- Incorporate the RAC performance model in a pavement management analysis that identifies estimated remaining service life, forecasted performance, and cost-effectiveness of RAC compared to other types of treatments.

- Quantify the long-range maintenance cost savings of RAC.
- Obtain cores and soil samples for each segment.
- Utilize deflection testing in accordance with California Test Method 356 to assess the performance of RAC of varying ages, thicknesses, and different traffic indices.

Key Tasks

Task 1: Select pavement sections for evaluation.

Task 2: Perform pavement condition survey and pavement testing.

Task 3: Analyze the results from the pavement condition survey, deflection tests, corings, and laboratory tests and calculate the overall pavement quality index (PQI) for the selected RAC pavement sections.

Task 4: Develop performance models using least squared polynomial curve fitting or regression empirical modeling.

Task 5: Perform a lifecycle cost analysis on RAC using the newly developed RAC performance models.

Task 6: Prepare a technical report to the California Integrated Waste Management Board (Board) which will be disseminated to local agencies through the Southern California Rubberized Asphalt Concrete Center (RACTC).

Expected Results

- Development of a RAC performance model that plots the average deterioration of pavement quality over time based on variations of pavement thickness, subgrade strength, and traffic index. The purpose of this model is to show local agencies the expected performance of RAC over time.
- Local agency use of the performance models in their pavement management analyses to:
- Demonstrate improved serviceability shown by the increase in pavement quality index.
- Justify the higher up-front cost of RAC compared to conventional asphalt concrete by quantifying the long-term maintenance cost savings of RAC.
- Forecast the condition of RAC pavement and determine the optimum rehabilitation point.
- Provide documentation supporting RAC as a viable strategy in an agency's pavement management program. This is consistent with the Board's philosophy to promote the use of waste tires through the use of RAC by cities and counties throughout the State.
- Modifications or improvements to the design, construction, and evaluation of RAC pavement.
- Provide the groundwork in the development of new tolerable deflection curves in the California Test 356 that are specific for RAC.

A detailed description of the key tasks, associated costs, and work duration are provided in the following sections. Contractor will work closely with the Board Contract Manager on all aspects of the project.

Task 1.0: Establishment of Performance Evaluation Sections

- 1.1 In consultation with the Board Contract Manager, identify RAC roads to be evaluated; categorize them by RAC process: wet, dry, or terminal blend; and group each RAC process by:
 - Age (new, 5-10 years old, and 10 plus years old)
 - Structural Section Thickness (i.e., thin, medium, thick) based on Equivalent Gravel Thickness (EGT).

- Traffic Level (i.e., medium, high) based on traffic index
- Subgrade Level (i.e., weak, fair, strong) based on California Bearing Ratio or R-value tests

All applicable historical records of RAC roads maintained by the County will be considered for evaluation in the development of the performance curves. RAC roads selected for evaluation shall be approved by the Board Contract Manager.

Task 2.0 : Pavement Condition Survey and Field/Laboratory Testing

- 2.1 Perform network level condition surveys of the RAC pavement by visual examination based on the County's pavement management system criteria, which will be included in the final report.
- 2.2 Collect the following nine distresses for flexible pavements and rate each by severity (slight, moderate, or severe) and extent (few, intermittent, frequent, extensive, or throughout):
 - Alligator/Fatigue Cracking
 - Rutting
 - Edge Cracking
 - Longitudinal Cracking
 - Transverse Cracking
 - Block Cracking
 - Bleeding/Flushing
 - Raveling
 - Patching/Utility Cuts
- 2.3 Conduct deflection testing using the Fels Falling Weight Deflectometer (FWD) and in accordance with California Test Method 356 to assess the in-situ strength of the pavement.
- 2.4 For each selected RAC-paved road, perform at least four cores to determine/update structural section (i.e., existing RAC thickness, AC or PCC thickness, and base thickness).
- 2.5 Perform at least one oil extraction and one aggregate gradation on the selected RAC pavement to determine oil content and gradation.
- 2.6 Perform a minimum of three California Bearing Ratio Test or two R-value tests on the existing subgrade.
- 2.7 Update/determine the 10-year traffic index, which is necessary for the deflection data analyses per the *Caltrans Flexible Pavement Rehabilitation Manual*.

Task 3.0: Analysis of the condition survey results, deflection testing, coring and soil tests, and calculation of the PQI

- 3.1 For each RAC pavement, the condition survey data will be manually entered into the County's pavement management system and a Surface Distress Index (SDI) will be calculated. The SDI represents the distress condition of the RAC pavement. The SDI index ranges from "1 to 10" ("10" being best and "1" being very poor).
- 3.2 The FWD test results will be incorporated into the County's pavement management system and a Structural Adequacy Index (SAI) will be calculated to represent the structural condition of the RAC pavement. In addition, the average 80 percentile

deflection will be calculated and compared to the Tolerable Deflection at the surface per the *Caltrans Flexible Pavement Rehabilitation Manual*.

- 3.3 An overall PQI will be calculated that incorporates the SDI and SAI for each RAC pavement.
- 3.4 Present and past PQI records of the pavement sections will be collected and evaluated for inclusion in the Performance Modeling analyses.
- 3.5 The EGT will be calculated based on the corings and/or historical records.
- 3.6 The CBR and R-value test data will be used to categorize the subgrade strength as “weak, fair, or strong.”
- 3.7 Records of Traffic Indices (TI) will be evaluated and categorized as “medium or high.”

Task 4: Performance modeling analyses

The historical and current PQI, EGT, TI, and subgrade strength data from Task 3 will be used as input data in the development of site specific models. The technique that will be applied to model the performance of RAC will be the least squared polynomial curve fitting methodology or regression analyses.

Task 5: Perform a lifecycle cost analysis using the RAC performance model

A simplified lifecycle cost analysis will be performed based on the construction cost data for the project when constructed and maintenance costs recorded in the Public Works Maintenance Management System.

Task 6: Prepare deliverables: Analysis report to disseminate to local agencies

This task includes the preparation of a technical report summarizing our findings. The report will be disseminated to local agencies through the Southern California RACTC. The County’s Pavement Management system will be used to store all data collected in the analysis of RAC and can be exported as a Microsoft Excel or Word file.

Timeline

The timeline for each task is shown in the following table:

TASK NO.	DESCRIPTION	WORK DURATION
1	Select pavement sections for evaluation	2 weeks
2	Pavement Condition Survey, Field, and Lab Testing	24 weeks
3	Data Analyses	8 weeks
4	Development of Performance Model	10 weeks
5	Lifecycle Cost Analysis on RAC using Performance Model	4 weeks
6	Preparation of Technical Report	4 weeks
	TOTAL	52 weeks

* Public Works is providing in-kind services to complete this project.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc), not more frequently than monthly in arrears to:

California Integrated Waste Management Board
Financial Assistance Branch
1001 "I" Street
P.O. Box 4025, MS-19A
Sacramento, CA 95812-4025

- C. Each invoice submitted to the CIWMB must include the following information:
 - Invoice Number
 - Contract Number
 - Description of Rendered Activities/Services
 - Submitting Contractor's Address
 - Invoice Period

2. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied

pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

Total amount of the contract shall not exceed \$150,000.

<< **BUDGET DETAIL WILL BE INSERTED HERE**>>

6. TRAVEL CLAUSE: All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq..

7. PAYMENT WITHHOLD: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the CIWMB. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CIWMB shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **BANKRUPTCY:** In the event proceedings in bankruptcy are commenced against the Contractor, or if Contractor is adjudged bankrupt, or if a receiver is appointed and qualifies, then the CIWMB may terminate this Agreement by giving Contractor five (5) days written notice.
3. **CALIFORNIA WASTE TIRES:** Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. **CONTRACT MANAGEMENT:** The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but the Board reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without the CIWMB's Contract Manager's prior written approval. The CIWMB may change the Contract Manager by notice given to the Contractor at any time. The CIWMB staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, the CIWMB's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CIWMB's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to

the Contractor for the services of the CIWMB's staff for coordination or monitoring functions.

5. CONTRACTOR EVALUATIONS: The CIWMB will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by the CIWMB for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, the CIWMB will submit a copy of the negative evaluation to the Department of General Services (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, the CIWMB shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to the CIWMB and the DGS. The CIWMB and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).
6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and the CIWMB understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. The CIWMB agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to the CIWMB, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. CONFLICT- FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code section 10365.5:
 - (a) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - (b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - (c) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.

9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to the CIWMB any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of the CIWMB. Such title will include exclusive copyrights and trademarks in the name of the CIWMB.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CIWMB, shall include a notation on the inside cover as follows:

"Prepared as part of CIWMB contract number (Insert), Total Contract Amount (Insert), pursuant to Government Code Section 7550."

10. DELIVERABLES: All documents and/or reports drafted for publication by or for the CIWMB in accordance with this contract shall adhere to the CIWMB's Contractor Publications Guide at www.ciwmb.ca.gov/Publications/PubGuide/ and shall be reviewed by the CIWMB's Contract Manager in consultation with the CIWMB editor.
11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Government Code Section 65040.12(e)).
13. FORCE MAJEURE: Neither the CIWMB nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. GRATUITIES: The CIWMB may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of the CIWMB, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or the CIWMB premises or equipment is destroyed by fire or other catastrophe, or so

substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring the CIWMB, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to the CIWMB within ten (10) days after notification of the CIWMB's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to the CIWMB.

The Certificate of Insurance must be in effect and shall include the following terms and conditions:

- A. The CIWMB, its officers, agents, employees, and servants shall be included as additional insured.
- B. The dates of inception and expiration of coverage shall be specified.
- C. A minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
- D. The insurer will not cancel the insured's coverage without thirty days prior written notice to the CIWMB.
- E. The CIWMB is not liable for the payment of premiums or assessments on said policy.
- F. The insurance coverage shall be on an occurrence basis only.

In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the CIWMB may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the CIWMB, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the CIWMB for any additional expenses incurred to cure such defects.
18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and

permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the CIWMB may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by Board Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that the Board will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Board will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the Board the sum of \$1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of Board staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the Board may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.
20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: The CIWMB will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to the Board upon request. The CIWMB will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
21. PATENTS: The Contractor assigns to the CIWMB all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.
22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge the CIWMB's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D,

Attachment A). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.ciwmb.ca.gov/RCP. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify the CIWMB's Contract Manager. All recycled-content products purchased or charged/billed to the CIWMB that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for the CIWMB's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

24. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the CIWMB, Director or his/her designee with ten (10) days of discovery of the problem. With ten (10) days, the Director or his/her designee shall meet with the Contractor and CIWMB Project Manager for the purpose of solving the dispute.
26. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to the CIWMB. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or Executive Director. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If the CIWMB or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CIWMB for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and

omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Contractor. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.]

28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of the CIWMB, the Contractor, and their respective successors.
29. TERMINATION: The CIWMB shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.
30. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to the CIWMB a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on the CIWMB Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on the CIWMB Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. WASTE REDUCTION: In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.
32. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by the CIWMB to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.

- A. All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
- B. The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
- C. The CIWMB reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
- D. Each work authorization will be numbered sequentially.
- E. The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
 - 1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 - 2. Augment the work authorization budget; or
 - 3. Authorize the Contractor to complete the work for the actual costs; or
 - 4. Terminate the work authorization.

Prior to exceeding the approved budget, approval must be secured in writing from the Contract Manager and the work authorization must be modified to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
California Integrated Waste Management Board
CIWMB 74C (Revised 8/06 for Contracts)

Recycled-Content Certification

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CIWMB Contract Manager.

This form to be completed by contractor. The form must be completed and returned to the CIWMB with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233, 10308.5, 10354, and 12205(a)

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

1. Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

EXHIBIT E

1. CONFERENCING PROVISIONS: The Contractor shall take any and all steps necessary to make sure the Event is a model for future recycling, waste prevention, diversion, buy recycled, and waste management events.
 - A. Paper Products: All paper products used to fulfill the requirements of this Contract (name tags, badges, letters, envelopes, brochures, etc.) must contain at least 30% post-consumer recycled content fiber.
 - B. Re-usable Cups, Plates, & Utensils: To the greatest extent possible, use reusable washable Utensils, dishes, tableware, and etc. rather than single use disposable products.
 - C. Leftover Food & Beverages: All leftover food and or beverages associated with the event Will be donated to an established food donation outlet. The arrangements for the donation Must be made prior to the date of the event. If needed the CIWMB staff will assist the Contractor in identifying the donation outlets.
 - D. Recycling/Composting: The arrangements must be made with the venue, sponsor, or by Contract to provide adequate collection bins for recyclables, organics (food waste) or Biodegradable materials and trash (non-recyclables). The bins should contain at least 30% post-consumer plastic. In addition, the Contractor shall work with the venue and/or sponsors to maximize diversion of the discarded materials.
 - E. Soy-based Printing Ink: To the greatest extend possible, soy ink instead of petroleum based Inks should be used to print all documents for the event.

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description

RUBBERIZED ASPHALT CONCRETE (RAC) PERFORMANCE MODEL

Funding Agency

CALIFORNIA
INTEGRATED WASTE
MANAGEMENT BOARD

Program (Fed. Grant #/State Bill or Code #)

CIWMB RAC Performance Model Grant

Grant Acceptance Deadline

June 15, 2007

Total Amount of Grant Funding: \$150,000

County Match: \$142,000 (Soft cost)

Grant Period:

Begin Date: July 2, 2007 **End Date:** June 30, 2008

Number of Personnel Hired Under This Grant: N/A

Full Time: N/A

Part Time: N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes <u>N/A</u>	No <u>N/A</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <u>N/A</u>	No <u>N/A</u>
Is the County obligated to continue this program after the grant expires?	Yes <u>N/A</u>	No <u>N/A</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <u>N/A</u>	No <u>N/A</u>
b.) Identify other revenue sources (describe below)		
	Yes <u>N/A</u>	No <u>N/A</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <u>N/A</u>	No <u>N/A</u>

Impact of additional personnel on existing space:

No impact anticipated.

Other requirements not mentioned above: None

Department Head Signature _____

Date: _____